Supreme Court, U.S.
FILED

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No.

In The

# Supreme Court of the United States

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Louis L. Ligon III

v.

Larry G. Bartis
and
Herein Named Parties

---

On Petition For Writ Of Certiorari
To The Georgia Court Of Appeals

---

# PETITION FOR WRIT OF CERTIORARI

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Louis L. Ligon III , Pro Se
3292-A Duluth Pines North
Duluth, Georgia 30096

92 pp

# QUESTIONS PRESENTED

1. Has the Georgia Court of Appeals violated petitioner's and every resident of the state of Georgia's inherent Constitution right to Due Process and Equal Protection under the Law as protected under Amendment 5 and 14 of the Constitution of the United States ?

2. Has the Georgia Court of Appeals violated petitioner's and every resident of the state of Georgia's inherent Constitutional right from Peonage and Involuntary Servitude as protected under Amendment 13 of the Constitution of the United States ?

3. Has the Georgia Court of Appeals violated petitioner's and every resident of the state of Georgia's inherent Constitutional right to a jury trial of their peers as protected under Amendment 7 of the Constitution of the United States ?

4. Is the ruling of the Georgia Court of Appeals regarding alledged "plenary" powers of attorney in an attorney-client employment contract a breached and seriously flawed ruling of contract law violating the Constitutional rights of all residents of Georgia regarding Due Process ?

# QUESTIONS PRESENTED

5. From inception of the attorney-client employment contract by signature, does the contract **misrepresent** the scope of an attorney's agency powers and mislead the residents of Georgia who trustingly sign these contracts, but are completely unaware that they are relinquishing all agency powers to their attorney upon signing the contract ?

6. Under the rules of contract law, should a flawed attorney-client contract that does not disclose to the client his apparent right to limit their attorney's scope of authority, yet falsely states in writing, "attorney will not settle without client's consent", be rescinded from it's inception for false misrepresentation of agency powers ?

7. Is the terminology used in the attorney-client employment contract "ambiguous" and misleading and a detriment to the residents of Georgia ?

8. According to Canon 3C (1) (A) of the Georgia Code of Judicial Conduct, should Judge Robert Mock, Sr., Gwinnett State Civil Court, State of Georgia have recused himself from residing over the May 25th, 1999 hearing since he was a named Respondent in the Petition for Writ of Habeas Corpus still pending before the Georgia Supreme Court ?

## QUESTIONS PRESENTED

**9.** Has G. Lee Welborn,defendant's counsel and agent for Auto-Owners Insurance Company, acted in complete "bad faith" by attempting to discredit the good character, credibility and reputation of the petitioner by threats of an alledged surveillance video that he never disclosed during Discovery and refuses to release said video so as to show that it truly exists ?

**10.** Has G. Lee Welborn violated petitioner's constitutional right to Due Process and Equal Protection under the Law by attempting to circumvent the entire court system and legal process by attempting to have the Clerk of the Court, Gwinnett County Civil Court, State of Georgia, to mark the fraudulent judgement satisfied in full with no Court Order to do so ?

**11.** The ruling of the Court of Appeals of Georgia dated March 9th, 2000, states that apparently Lee Welborn obtained a surveillance tape of petitioner. The alledged tape is hearsay and has never been disclosed. Has the Georgia Court of Appeals made conclusions of law, in error, by relying on hearsay that is not even a part of the lower court record to support the Court's decision ?

# QUESTIONS PRESENTED

**12.** How can the Court of Appeals of Georgia affirm a lower court order that had previously been vacated by the lower court ?

**13.** Has Judge Robert W. Mock, Sr., Gwinnett County Civil Court, State of Georgia, violated petitioners inherent right to Due Process, Equal Protection under the Law, Freedom from Involuntary Servitude and a right to an impartial jury trial of his peers, as protected under Amendments 5, 7, 13 and 14 of the Constitution of the United States ?

# LIST OF NAMED PARTIES

1. Supreme Court of Georgia
   State Judicial Building
   Atlanta, Georgia 30334

2. Georgia Court of Appeals
   334 State Judicial Building
   Atlanta, Georgia 30334

3. Robert W. Mock, Sr.
   Judge, State Court of Gwinnett County
   Gwinnett County Justice and Admin. Center
   75 Langley Drive
   Lawrenceville, Georgia 30245

4. Auto-Owners Insurance Company
   c/o CT Corporate Systems
   180 Cherokee Street N.E.
   Marietta, Georgia 30060

5. G. Lee Welborn
   Downey & Cleveland Law Firm
   288 Washington Avenue
   Marietta, Georgia 30060

6. James Neal Farris and William I. Aynes
   Corporate Commons
   4651 Roswell Road, Suite F-501
   Atlanta, Georgia 30342

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## JURISDICTION

**Petitioner has exhausted all jurisdictions of the State Civil Courts of Georgia. Therefore, the great Supreme Court of the United States is the proper jurisdiction in which to timely file a Petition for Writ of Certiorari to the Georgia Court of Appeals.**

(A) Decision of Georgia Court of Appeals
(Decided on March 9th, 2000)

(B) Decision of Georgia Court of Appeals Denying Reconsideration
(Decided on March 31st, 2000)

(C) Decision of Gwinnett County State Civil Court
(Decided on May 19th, 1999)

(D) Decision of Gwinnett County Civil Court Vacating Original Order
(Decided on August 25th, 1999)

(E) Decision of Georgia State Supreme Court Denying Review
(Decided on September 28th, 2000)

(F) Order of Georgia State Supreme Court Denying Reconsideration
(Decided on October 20th, 2000)

# CONSTITUTIONAL AND STATUTORY PROVISIONS

**Petitioner has exhausted all judicial remedies available through the civil court system of the state of Georgia to protect petitioner's inherent Constitutional rights to due process and equal protection under the law. Therefore, as defined by Article III of the Constitution and by 28 U.S.C. & 1251-1258, the Supreme Court of the United States has jurisdiction to review the merits of the case and is the proper venue in which to timely file and pursue a ruling on a Petition for Writ of Certiorari directed to the Georgia Court of Appeals.**

## STATEMENT OF THE CASE

This personal injury case arose as a result of a motor vehicle accident which occurred on February 27th, 1996. Petitioner, Louis L. Ligon III, was lawfully stopped to make a left turn with blinker on when petitioner was violently and wrecklessly struck from behind by defendant, Larry G. Bartis. Liability was undisputed by the defense counsel. A direct result of the gross negligence and careless actions of the defendant.

The resulting impact caused severe disabling injuries to the petitioner. Cervical and lumbar spinal injuries. Ligament damage. L-5 lumbar radiculopathy verified by EMG nerve testing procedures. Extreme numbness in lower legs and feet. Sensory impairments and weakness on right side. Cervical C-6 and C-7 spinal cord compression. Carpal Tunnel syndrome in both hands with extreme numbness. Severe levels of **chronic pain. Loss of vision** caused by optic neuropathy from cervical nerve damage. Extreme **electrocution sensations** running through legs, feet, hands and face.

Approved for Social Security total disability benefits by Judicial Law Judge and Vocational Expert review panel.

As is shown by the merits of the petitioner's case and the facts herein, petitioner has exhausted all judicial remedies and jurisdictions available in the state of Georgia. The petitioner has been deprived of the protection afforded every citizen of the United

States under the Constitution to **Due Process** and **Equal Protection under the Law,** free from **Peonage** and **Involuntary Servitude.** The petitioner's inherent rights under Constitutional Amendments 5, 13 and 14 have been violated by the herein named parties.

The petitioner has been deprived of an inherent right to an impartial jury trial in order to render an impartial verdict to adjudicate all named parties, a violation of Amendment 7 of the Constitution.

On or about December 23, 1998, petitioner's former attorney's, James Farris and William Aynes, fraudulently and without the knowledge, consent or authorization from petitioner, attempted to settle personal injury claim, Civil Action File No. 97-C-69901, Gwinnett County Civil Court, State of Georgia.

On January 25th, 1999, after just learning of the fraudulent settlement actions, petitioner immediately terminated James N. Farris and William I. Aynes representation for failure to follow specific directions and instructions and for fraud.

The attorney-client contract states with precise and definitive terminology that the attorney cannot settle litigation without the client's knowledge, consent and authorization. The Georgia Court of Appeals has ruled that an attorney practicing in the state of Georgia has "plenary" powers to settle a client's litigation **without** the knowledge, consent or authorrization of the client, totally disregarding all contract law governing the employment agreement. The residents of Georgia are totally unaware of the fact that the instant they sign an attorney employment contract, they unknowingly and without proper

disclosure or consent have alledgedly relinquished all agency powers to their attorney, who then can settle a client's litigation without their knowledge, consent or authorization. The residents of Georgia have no recourse under the Law to protect their inherent right to **Due Process** and **Equal Protection under the Law** and to protect their right to decide when and if to settle their own litigation actions. The terminology used in the attorney employment contract is "**ambiguous**" and misleading and is a sham and detriment to all residents of Georgia. Petitioner, and many other residents of Georgia, have been victimized by this blatent violation of their Constitutional right to Due Process and Equal Protection under the Law. Petitioner has been forced to involuntarily participate in the fraudulent settlement actions against his will and legal best interests.

These fraudulent settlement actions leave petitioner in dire financial straits, as a single father of two sons, still totally disabled and unable to be gainfully employed, as a direct result of the injuries sustained in the not at fault motor vehicle accident of February 27th, 1996. The amount of the alledged settlement is not even a sufficient amount to pay for petitioner's unpaid medical bills. In fact, this fraudulent settlement that is being forced upon me, leaves over $10,000.00 just in unpaid medical bills, not to mention future medical bills and the fact that I have suffered with **chronic daily pain** for almost five years.

Petitioner is faced with the **horrible choice** of having to skip some meals in order to attempt to pay

*for medically necessary nerve damage and pain* management medications on a monthly basis. Yet, James N. Farris and William I. Aynes, petitioner's former counsel, walk away with $7600.00 in fraudulent contingency legal fees after alledgedly settling petitioner's litigation without the knowledge, consent or authority of petitioner.

Of great importance is the fact that the liability of the defendant, Larry G. Bartis, is undisputed by Lee Welborn, defense attorney and agent for Auto-Owners Insurance Company. Also of great importance is the fact that the defendant was insured for $1,000,000.00 (**one million dollars**) of liability coverage at the time of the accident.

The residents of Georgia would be in **disbelief** and **recoil in horror**, if they were told that an attorney they hire, can at will settle and dispose of their case, without their knowledge, consent or authority, with no recourse in the law to remedy such a horrific situation.

In this great land of freedom and opportunity, everyone is supposed to be entitled to Due Process and Equal Protection under the Law, free from Peonage and Involuntary Servitude as guaranteed by the Constitution of the United States. Yet, because of the continued violation of the petitioner's inherent constitutional rights, petitioner is left devastated in dire financial ruin, still undergoing painful medical treatments and spinal injections, unable to afford to purchase medically necessary nerve damage and pain management prescriptions, with no recourse in the law to remedy this terrible situation.

Petitioner has been threatened by letters of **extortion** from Lee Welborn, agent for Auto-Owners Insurance Company, James Farris and William Aynes threatening to sue petitioner for abusive and frivolous litigation if I did not participate in the fraudulent settlement. Petitioner was even forced to file a Petition for a Writ of Habeas Corpus with the Supreme Court of Georgia because the defendant's counsel, Lee Welborn, agent for Auto-Owners Insurance Company, filed with the State Civil Court of Gwinnett County, a Motion for Contempt of Court to have the petitioner **incarcerated** with the only bond being to sign the fraudulent settlement papers and relinquish my rights to Due Process and Equal Protection under the Law. This was an attempt to force petitioner to participate in the fraudulent settlement against petitioner's will and legal rights.

Judge Robert W. Mock Sr., State Civil Court of Gwinnett County, State of Georgia, held the hearing for the Motion for Contempt of Court on August 25th, 1999. Judge Mock was a named Respondent in the still pending Petition for Writ of Habeas Corpus before the Supreme Court of Georgia.

Under Canon 3C (1) (A) of the Georgia Code of Judicial Conduct, "a judge should disqualify himself in a proceeding in which his impartiality might be questioned". Yet, the hearing took place with Judge Mock on the Bench, violating petitioner's right to an impartial hearing and a jury trial of my peers. Judge Mock even threatened petitioner with monetary sanctions and stated to petitioner "this thing has gone far enough", as is preserved in the record of the

court transcript of the proceedings. These actions by Judge Mock further violated petitioners legal right to Due Process and Equal Protection under the Law.

Judge Mock even granted a Protective Order against the petitioner, so as to further violate the petitioners legal right to Due Process and the legal right to defend myself against false accusations being made by Lee Welborn, defendant's counsel, in order to try to libel and defame my reputation, credibility and character.

Lee Welborn, defendant's counsel and agent for Auto-Owners Insurance Company, has even attempted to have Judge Robert W. Mock, State Civil Court of Gwinnett County, State of Georgia, to order the Clerk of the Court to mark the fraudulent settlement satisfied in full and close the file, even though the petitioner has previously filed numerous affidavits, motions and briefs affirming the fact that the settlement is refused for fraud. Petitioner has never signed the settlement papers and has never even seen the fraudulent settlement check.

Now, Lee Welborn, in complete **Bad Faith** has wantonly attempted to circumvent Due Process, the entire legal process, court system and Judge Robert W. Mock Sr., by sending a brief dated February 1, 2001 directly to the Clerk of the Court, Gwinnett County Civil Court, urging the Clerk to just mark the fraudulent settlement satisfied in full and close the file without any direction or Order of the Court. The filings of Lee Welborn are preserved in the lower court record of Gwinnett County Civil Court, State of Georgia.

Petitioner was deprived of his inherent United States Constitutional right to **Due Process** and **Equal Protection under the Law** and **Freedom from Involuntary Servitude**. These actions are a direct violation of law as protected under Amendments 5, 13 and 14. Also, petitioner was deprived of a fair and impartial jury trial so as to submit the complete facts medical records, expert witnesses, expert testimony, depositions of witnesses and the complete merits of this personal injury litigation so as to obtain an impartial jury verdict to fairly adjudicate all named parties, a violation of constitutional Amendment 7.

Of **extreme importance** to the residents of the state of Georgia, the Petition must be granted to **protect the rights** of all Georgians who hire an attorney to litigate their legal claims of action. Otherwise, the residents of Georgia will continue to hire attorneys in this state, unaware that the very instant they put their signature on the attorney employment contract, they unknowingly have relinquished all agency powers to the attorney, who then at a whim can settle their client's claims without the knowledge, consent or authority of the client. This is an unlawful and undisclosed violation of the constitutional and statutory rights of every resident of Georgia, as protected by the Constitution of the United States. This must be remedied at once by the issuance of the Writ of Certiorari to the Georgia Court of Appeals **to protect the legal rights of all residents of the state of Georgia.**

## REASONS FOR GRANTING THE PETITION

The Georgia Court of Appeals has relied on the case law of *Brumbelow vs. Northern Propane Gas, 308 S.E. 2nd 544*, in stating that petitioner's previous attorneys had apparent authority to settle petitioner's personal injury case without petitioner's knowledge, consent or authority. This case law is not valid for the fact that the attorneys in petitioner's personal injury case have perpetrated a fraud upon myself and the Georgia State Civil Courts. Petitioner's inherent rights as protected under *Amendments, 5, 7, 13 and* 14 of the *Constitution of the United States* have been violated by the Georgia Court of Appeals and the herein named parties.

The main case law relied upon by the Georgia Court of Appeals for it's rule of "apparent authority" actually involved the special equity of detrimental reliance by the other party. *General Communications Svc. v. Ga. Public Svc. Comm., 244 Ga. 855, 262 S.E. 2d 96, Stone Mountain, etc., Association v. Smith, 170 Ga. 515, 153 S.E. 209.*

Other cited authorities were *Glazer v. J. C. Bradford & Co., 616 F.2d. 167*, where the party asked his lawyer to settle and placed no limitations on his authority, and *Davis v. Davis, 245 Ga. 233, 264 S.E. 2d 177.* In *Glazer*, the federal court also relied upon *Davis v. Davis, supra*, which relied upon *Sheperd v. Carlton's Nice Cars, 149 Ga. App. 749, 256 S.E. 2d 113. Sheperd* based its broad "apparent authority" statement upon

*Dean v. Jackson, 219 Ga. 552, 134 S.E. 2d 601,* which really involved only a stipulation as to the "management and direction of the client's case", authorized by *OCGA & 15-19-5.* (See *Davis v. First National Bank, 139 Ga. 702, 706, 710; 78 S.E. 190).*

The statute concerning attorney's authority to bind client, *OCGA & 15-19-5,* historically refers to the "conduct and management of the case", and does not imply authority to dispose of a claim or defense in spite of client's instructions. Further the cases cited for *Brumbelow vs. Northern Propane Gas Co.* holding that the attorney's authority is plenary unless any restrictions are communicated to the opposing party, involved agreements that had "gone to judgment" which could be set aside only for fraud of the opponent. *Reece v. McCormack, 188 Ga. 665, 4 S.E. 2d 575, Elliot v. Elliot, 184 Ga. 417, 191 S.E. 465.* But see *Davis v. First National Bank, supra, 139 Ga. pp. 710-711, 78 S.E. 190; 7A C.J.S. 214, p. 370; 7 AmJur2d & 158.*

The mere act of hiring an attorney does not imply to anyone that the attorney has authority to dispose of his client's claim or defense. If the unaware residents of the state of Georgia were told that it did and "that the attorney they hire can therefore dispose of their client's claims and defenses at will", they would recoil in horror and deny it. The case of *Brumbelow v. Northern Propane Gas Co.,* further holds that even if the client expressly tells the attorney not to settle without authority, he still can do so because the opposing party thinks he can.

None of the authorities cited nor any that were found, allowed that if there were no express restric-

tions the attorney had authority to settle. To the contrary, they all show it is unneccesary and redundant to require a client to place express restrictions on the attorney's authority because mere retention of an attorney does not give him authority to compromise his client's claims or defenses and that is why he does not have "apparent" authority.

In hiring an attorney, he is merely an agent of the client and is bestowed only with the authority the client voluntarily grants him. *Title 28 , U.S.C. 1654, Faretta v. California, 422 US 806.*

"An attorney, merely by virtue of his general retainer or employment, has no implied power to compromise and settle his client's claim..... Special authorization or subsequent ratification by client is essential before a compromise or settlement by an attorney will be binding on a client." *30 A.L.R. 2d 944,945, 7A C.J.S. & 214, 7 AmJur 2d & 156*

I bring to the courts attention the **Affadavit of Truth** and the **Affidavit of Louis Ligon**, filed into the record, in which I affirm the fact that James Farris, William Aynes, and Lee Welborn, agent for Auto-Owners Insurance Company, violated petitioner's legal rights as protected under *Amendment 5 & 14* of the Constitution of the United States. Attached hereto and incorporated herein as if fully reproduced is a true and correct copy of the "*Affidavit of Truth*" marked as **"EXHIBIT A"**. Attached hereto and incorporated herein as if fully reproduced is a true and correct copy of "*Affidavit of Louis Ligon*" marked **"EXHIBIT B".**

James Farris and William Aynes, prior attorneys for

petitioner, with blatent gross negligence, malfeasance and breach of contract and fiduciary duties completely failed to protect petitioner's legal rights as they knowingly attempted to defraud petitioner. William Aynes in an **affirmed and sworn to** response to a Georgia Bar grievance that petitioner had filed against him states "that Mr. Ligon was faking his injuries and that his alledged injuries are bogus." With malice and forethought, Lee Welborn, agent for Auto-Owners Ins. Co., supplied Aynes with this fraudulent information, as they conspired and worked in collusion to discredit, libel and slander petitioner's good name, reputation and credibility in order to defraud petitioner of his right to due process and equal protection under the law, a violation of *Public Law 1861, Ch 33,12 Stat. 284, Codified in Title 42 &1985.*

"Any deliberate misrepresentation intended to deceive and which does deceive is fraud for which a party is entitled to a remedy at law." *Oliver v. O'Kelly, 48 Ga. App. 762, 173 S.E. 232(1934).*

" When the failure to perform the promised act is coupled with the present intention not to perform, fraud in the legal sense is present; this is known as inceptive fraud, and is sufficient to support an action for cancellation of written instrument. *Cone Mills Corp v. A. G. Estes, Inc., 377 F. Supp. 222 (N.D. Ga. 1974).*

Petitioner, as filed into the record, includes as exculpatory evidence an **Affidavit of Medical Records and Treating Physicians.** Attached hereto and incorporated herein as if fully reproduced is a

true and correct copy marked **"EXHIBIT C"**.

Additional exculpatory evidence, as filed into the record, is an **Affidavit of Cost of Medical Care.** Attached hereto and incorporated herein as if fully reproduced is a true and correct copy marked **"EXHIBIT D"**.

James Farris and William Aynes, were sworn to the Oath and Canons of Judicial Ethics, as licensed attorneys, to protect the legal rights of their client. They failed in their fiduciary duties by attempting to perpetrate a fraud upon their client in order to make some quick greedy dishonest money at the expense of their client's inherent legal rights. A violation of *Standards 1, 43, 44 and 45* of the *State Bar of Georgia Standards of Professional Conduct.* Also a violation of the *State of Georgia Bar Canons of Ethics, Canon 1,DR 1-102, Canon 6,DR 6-1-1(3) and Canon 7,EC7-1.*

Petitioner terminated James Farris and William Aynes' employment contract on January 25th, 1999 for biased, misleading, fraudulent legal representation. Therefore, the employment contract should be rescinded from it's inception for fraud.

"One must be diligent in discovering fraud and in announcing intent to rescind." To rescind a contract obtained by fraud one must be diligent in discovering fraud and upon discovery of fraud he must act at once and announce his purpose to rescind. *Manning v. Wills, 193 Ga. 82, 17 S.E 2nd 261 (1941).*

The attorneys, James Farris, William Aynes, Lee Welborn, Judge Robert Mock, Gwinnett County Civil Court and the Georgia Court of Appeals were knowledgable that petitioner's right to *due process,*

*equal protection under the law* and *right to a jury trial*, as protected by *Constitutional Amendments 5, 7 & 14 of the United States* was being violated and having the power to prevent or correct said wrongful act, neglected or refuse to prevent said wrongful act in violation of *Public Law 1871, Ch. 22 & 6 17 Stat. 15, Codified in Title 42 & 1986.*

A *Petition for Writ of Habeas Corpus* was filed by hand delivery to the Georgia Supreme Court on August 23rd, 1999. A true and correct copy of same filed into the official appeal records. A *Notice of filing a Petition for Writ of Habeas Corpus* was filed with the Gwinnett County Court on August 24th, 1999 to question the violation of petitioner's Constitutional right to a jury trial and freedom from peonage and involuntary servitude as protected by *Amendments 7* and *13*, by the opposing attorney, Lee Welborn, agent for Auto-Owners Insurance Company.

Welborn was attempting to have Judge Robert Mock Sr., of the Gwinnett County State Civil Court to **incarcerate** petitioner in order to **extort by threat** and force petitioner, against his will, to participate in the fraudulent alledged settlement. Attached hereto and incorporated herein as if fully reproduced is a true and correct copy of the "*Notice of Filing of Petition for Writ of Habeas Corpus*" filed in the State Civil Court of Gwinnett County on August 24th, 1999 marked as **"Exhibit E".**

This *Habeas Corpus Petition*, as preserved in the court record, indeed brought into the court records the fact that petitioner's inherent Constitutional right to due process and right to be protected from

peonage and involuntary servitude as protected under *Constitutional Amendment 5, 13 and 14* was being violated. Judge Robert W. Mock Sr. was put on notice that he should recuse himself from the bench as to the Contempt of Court hearing of August 25th, 1999. As filed into the record and attached hereto and incorporated herein as if fully reproduced is a true and correct copy of the *Court Transcript* of the August 25th, 1999 hearing marked as **"Exhibit F"**.

Under *Canon 3C (1) (a) of the Georgia Code of Judicial Conduct*, a judge should disqualify himself in a proceeding in which his impartiality might reasonably be questioned. It is error for the judge to hear and decide the case. *Savage v. Savage, 234 Ga. 853, 218 S.E. 2d 568 (1975), Mann V. State, 154 Ga. App. 677, 269 S.E. 2d 863 (1980).*

The *Petition for Writ of Habeas Corpus* was still pending a decision before the Georgia Supreme Court, yet Judge Mock disregarded petitioner's right to a fair and impartial hearing and proceeded to violate petitioner's inherent Constitutional rights.

"The right to a fair trial is a basic requirement of *Due Process* and includes the right to an unbiased judge." *Haupt v. Dillard, 17 F3d 285 (9th Cir. 1994), Liljerberg v. Health Serv. Corp., 486 US 847, 100 LEd2d 855, 108 SCt 2194 (1988).*

"Judges must not only be scrupulously fair in the administration of justice, but also must foster an aura of fairness". *US v. Brooks, 145 F3d 446 (1st Cir. 1998).*

The Georgia Court of Appeals stated in their ruling of March 9, 2000 that they affirmed the trial

court's order granting Defendant's *Motion To Enforce Settlement*. Yet, Judge Robert W. Mock Sr., Gwinnett County Civil Court, at the hearing of August 25th, 1999 **vacated** his order granting the defendant's, "*Motion to Enforce Settlement*", dated May 19, 1999 and instead entered a fraudulent judgment in the name of petitioner against petitioner's will. *(Refer to Judge Robert Mock, Gwinnett County State Civil Court, order of August 25th, 1999 as listed in Appendix D).* Petitioner had no recourse and immediately filed a "*Refusal of Judgment*" with the Gwinnett County State Civil Court. As filed into the record and attached hereto and incorporated herein as if fully reproduced is a true and correct copy of "*Notice of Refusal of Judgment*", marked **"Exhibit G".**

The Georgia Court of Appeals stated in their decision dated March 9th, 2000, *(as listed in Appendix A)*, that **apparently** Lee Welborn obtained a surveillance video demonstrating that Ligon could perform tasks that he represented he could not do. The word **"apparently"** according to Black's Law Dictionary, Abridged Sixth Edition, "In respect to facts involved in an appeal or writ of error, that which is stated **in the record."** The Georgia Court of Appeals is making conclusions of Law based on hearsay without any substantiating facts or evidence of any kind from the lower court record as this alledged video was never disclosed in Discovery nor ever produced to view.

The opposing attorney, Lee Welborn, agent for Auto-Owners Insurance Company, with malice and forethought, repeatedly used allegations of this alledged video to try to discredit petitioner in open

court before Judge Robert Mock, of Gwinnett County State Civil Court, on two separate occasions. Also, Welborn had contacted prospective attorneys that petitioner was attempting to have represent him and once again used the threat of this alledged video to discourage attorneys from becoming petitioner's legal counsel. In **Bad Faith,** Lee Welborn, vexatiously, wantonly and for oppressive unethical reasons, violated petitioner's inherent Constitutional rights of *due process* and *equal protection under the law,* a violation of *Public Law 861, Ch. 33,12 Stat. 284, Codified in Title 42 &1985.*

Petitioner had served a subpoena on Welborn to produce this alledged video of which Welborn continued to use the **hearsay** of to attempt to damage petitioner's name, reputation and integrity. *(Affidavit in Support of Subpoena* filed into the Court record on August 20, 1999 attached hereto and incorporated herein as if fully reproduced is a true and correct copy marked **"EXHIBIT H".** Welborn refused to produce this alledged video and filed for a Motion to Quash Subpoena and Protective Order.

On August 25th, 1999 Judge Robert Mock of Gwinnett County State Civil Court, granted a Protective Order against petitioner thus depriving petitioner of his right of defense against false accusations that were being made by Welborn. Welborn and Judge Robert Mock were knowledgable that my right to due process and equal protection under the law was being violated and having the power to prevent or correct the wrongful act, refused to prevent or correct said act in violation of *Public Law*

*1871, CH. 22,717 Stat. 15, Codified in Title 42, 7, 1986.*

Under *DR7-102(A)(9) of the Rules and Regulations of the State Bar of Georgia* it is said: "In his representation of a client, a lawyer shall not.....institute, cause to be instituted, or settle a legal proceeding or claim without obtaining proper authorization from his client." It seems that this State Bar Rule implies that attorneys have **no such "apparent authority"** and have no right to presume others do.

The consensus of every State Bar's Rules and Regulations across these United States clearly shows that an attorney that you employ does not have the right nor the power by his mere employment to settle litigation without the client's, knowledge, consent and authorization. As examples:

The neighboring state of *Florida's State Bar "Statement of Client's Rights"*, as approved by the *Florida Supreme Court* in June 1986, states in *Rule 10* as follows: **The client must make the final decision to accept or reject a settlement."**

The neighboring state of *North Carolina's State Bar Rules and Regulations, Rule 1.2* clearly states **the attorney must obtain the consent of the client to settle litigation."**

The *State Bar of Ohio, Rules and Regulations, E-C 7-7, (Decision-Making Authority)*, clearly states that **an attorney cannot settle litigation without the client's consent and authority.**

The *State Bar of Wisconsin, Rules and Regulations, SCR 20; 1.2, (Scope of Representation)*, clearly states that **the attorney does not have authority to settle client's claims without consent and authorization.**

The clear consensus of the Courts across these United States also reiterates the fact that the attorney has no right nor power to settle a client's litigation without the knowledge, consent and authority of the client. **"The decision to settle litigation belongs to the client, not the lawyer."** *Malave v. Carney Hosp., 170 F3d 217 (1st Cir. 1999)*

An agreement by counsel to settle depends on the client's approval, and contract offers and acceptance are generally made on that basis. By holding otherwise , *Brumbelow vs. Northern Propane Gas Co. , 308 SE 2nd, 544* propagates further litigation. It puts the burden on client's to prove that their own attorney breached his trust and fiduciary duties, and not at the least it sacrifices the delicate relationship of trust between a client and lawyer---all merely to give the opponent a bonus in the form of a settlement he had no right to expect or receive in the first place.

There is a direct **conflict of interest** where an attorney has been retained on a contingency fee arrangement and yet at his will can dispose of the clients claims and settle litigation without consent or authority from his client while collecting a fee upon settlement. The *Brumbelow vs. Northern Propane Gas Co.* ruling breeds and encourages corruption among a few dishonest attorneys, who are only after greedy fraudulent settlements with total disregard for their client's best interests , all the while hiding behind the **Color of Law** and making a **mockery** of the legal system.

As stated by one of the founding Father's of this great country, the Honorable Thomas Jefferson, 3rd

President of the United States, 1743-1826, "Experience hath shown, that even under the best forms of [government] those entrusted with power have, in time, and by slow operation, perverted it into tyranny."

As stated by Montesquier De L'Espirit Des Lois, 1748, "There is no more cruel tyranny than that which is exercised under cover of law, and with the colors of justice." *U.S. v. Jannottie, 673 F2d 578, 614 (3rd Cir. 1982).*

The mere act of hiring an attorney does not imply to anyone that the attorney has authority to dispose of their client's claims. If the residents of the State of Georgia were made aware of and told that in the State of Georgia that an attorney they hire can at will dispose of and settle their claims without the client's knowledge, consent or authorization, they would be **outraged** and **shocked** and in **disbelief**. All residents of Georgia, according to the ruling of the Georgia Court of Appeals, can have their inherent Constitutional rights as protected under *Amendments 5, 7, 13* and *14* violated and relinquished at the whim of their attorney with no recourse in law.

"Due process requires as a general matter the opportunity to be heard at a meaningful time and in a meaningful manner." "Citizens must be afforded due process before deprivation of life, liberty or property." *Anthony v. Interform Corp., 96 F3d 692 (3rd Cir. 1996), Matthews v. Eldridge, 424 U.S. 319, 333, 47 LEd2d 18, 96 SCt 892 (1976), Armstrong v. Monzo, 380 U.S. 545, 552, 14 LEd2d 62, 85 SCt 1187 (1965).*

"A primary purpose of the notice required by the Due Process Clause is to ensure that the opportunity for a hearing is meaningful." *City of West Covina v. Perkins, 119 SCt 678 (1999).*

"The Equal Protection Clause is essentially a direction that all persons similarly situated in these United States should be treated alike." *Jacobs, Visonsi & Jacobs Co. v. City of Lawrence, KS, 927 F2d 1111 (10th Cir. 1991), City of Cleburne v. Cleburne Living Center, 473 U.S. 432, 87 LEd2d 313, 105 SCt 3249 (1985), Brown v. City of Oneonta, NY, 195 F3d 111 (2nd Cir. 1999).*

The residents of Georgia, after having their inherent constitutional rights stripped from them by the Georgia Civil Courts, are then left with only the one sickening choice of having to be faced with the burden of attempting to sue their own unethical, dishonest attorney after having been totally victimized.

As in my case, as well as many other victims of the Georgia Courts unconstitutional ruling of "apparent" attorney powers, my attorneys did not carry legal malpractice insurance coverage. Therefore, no legal malpractice attorney will take petitioner's case on a contingency fee basis in order to attempt to correct the wrongs that have been perpetrated upon petitioner by dishonest, unethical attorneys. Petitioner's only recourse is to attempt to retain an attorney and pay them **thousands of dollars in legal fees** to correct these wrongs. This is a **financial impossibility** as I have been left in dire financial straits after being totally disabled for almost five years, unable to be

gainfully employed due to my injuries, and trying to live with chronic pain daily and support two sons as a single father. I am forced to make the horrible choice of having to choose between skipping some meals or not being able to purchase medically necessary nerve damage and pain management prescriptions on a monthly basis.

The Attorney-Client employment contract clearly states that the attorney will not settle without the client's knowledge, consent and authority. The State Bar of Georgia Rules and Regulations, DR7-102 (A)(9), clearly states that a lawyer cannot settle a legal proceeding without obtaining proper authorization from his client.

Yet, the State of Georgia Court of Appeals has stated that an attorney can settle litigation without their client's knowledge, consent and authority, even when the alledged settlement is shown to be fraudulent, unless the public explicately in writing limits the scope of the attorneys authority and that is communicated to all opposing parties. The residents of Georgia are totally unaware of this fact when they trustingly hire an attorney to protect their legal best interests.

The attorney never explains this fact to their client, yet will readily show and explain to the client the totally misleading statement in their attorney-client contract stating that "the attorney will not settle without the client's consent and authority." Language susceptible of various interpretations to be taken in sense meant by parties at execution. *National Manufacture & Stores Corp. v. Dekle, 48 Ga. App. 515,*

*173 S.E. 408 (1934).*

"Due process requires a statute to be sufficiently clear so as not to cause persons of reasonable common intelligence necessarily to guess at it's meaning and to differ as to its application." *U.S. v. Makowski, 120 F3d 1078 (9th Cir. 1997).*

The attorney-client contract used in Georgia is clearly defective and seriously flawed. The contract has very ambiguous and misleading terminology in stating "that attorney will not settle without client's consent." The ambiguities in the contract may be defined as duplicity, indistinctness, and uncertainly of meaning or expression. *Tarbutton v. Duggan, 45 Ga. App. 31, 163 S. E. 298 (1932), McKee v. Cartledge, 79 Ga. App. 629, 54 S.e. 2d 665 (1949), Taylor v Estes, 85 Ga. App. 716, 70 S.E. 2d 82 (1952).*

"Ambiguous terms of contract are to be interpreted against party who drafted them." *C.A. May Marine Supply Co. v. Brunswick Corp., 557 F. 2d 1163 (1977).*

Petitioner had clearly understood intentions not to have the attorney settle litigation without authority and consent from client as was precisely and definitely stated in the employment contract. "Contracts must always be construed with reference to intention of parties at time contract entered." *McNaughton v. Stephens, 8 Ga. App. 545, 70 S.E. 61 (1911), and see Pidcock v. Nace, 15 Ga. App. 794, 84 SE 226 (1915), Central R.R. & Banking Co. v. Mayor of Macon, 43 Ga. 605 (1871), Asa G. Candler Candler, Inc. v. Georgia Theater Co., 148 Ga. 188, 96 S.E. 226, 1918 F L.R.A. 389*

"Where legal effect produced by words, and effect

intended differ, true intention shall prevail." *White v. Hamilton Lumber Co. v. Foster, 157 Ga. 493,122 S.E. 29 (1924).*

Every person that hires an attorney in the state of Georgia, for readily apparent reasons, would automatically choose to limit their attorneys alledged "apparent" authority in order to preserve their inherent Constitutional rights to due process and preserve their right to choose when and if to settle any pending litigation or have a jury trial of their peers. Yet, the residents of Georgia continue to retain attorneys in this state, **totally unaware** that they have completely relinquished all their rights and control and given their attorney "plenary" powers to do whatever the attorney decides, even if the actions are not in the client's legal best interests. This is clearly a defective and seriously flawed conflict of contract law and is a misleading contract misrepresentation perpetrated on the **uninformed** and **unaware** residents of Georgia.

As filed into the record and attached hereto and incorporated herein as if fully reproduced is a true and correct copy of James Farris and William Aynes *attorney-client employment contract* marked **"EXHIBIT I"** which clearly states that **"no settlement is to be made without my consent".**

Considering all that is lost in this situation , what would be the monumental burden of simply requiring attorneys practicing in Georgia to explain the attorney employment contract and fully disclose the client's rights and choice to limit the attorney's "apparent authority." Also, the attorney should be

required to obtain a written signature from their client confirming indeed that the client is agreeing and giving their attorney consent and authority to settle their case, thus impowering an attorney to only then create a meeting of the minds between all named parties. Without a **"meeting of the minds"** of all the named parties there can be no binding contract to settle or do otherwise, especially a contract entered into by a client's attorney against the client's will and legal best interests.

"Whether offer accepted so as to create contract may be jury question". Although construction of written contract is for court, whether or not offer is accepted so as to become a contract may be question for jury. *Gettier-Montanye, Inc. v. Davidson Granite* Co., *75 Ga. App 377, 43 S.E. 2d 716 (1947), Taylor v. Estes, 85 Ga. App. 716, 70 S.E. 2d 82 (1952), Kilgore v. Nasworthy Nasworthy, 124 Ga. App. 261, 183 S.E. 2d 481 (1971). Crestlawn Mem. Park v. Scott, 146 Ga. App. 715, 247 S.E 2d 175 (1978).*

Petitioner, as well as many other victims residing in Georgia, was deprived of his inherent United States Constitutional right to due process and equal protection under the law and freedom from peonage and involuntary servitude, a violation of law as protected under Amendments 5, 13 and 14. Also, petitioner was deprived of a fair and impartial jury trial of his peers. as protected under constitutional Amendment 7, so as to submit the complete facts, medical records, expert witnesses, expert testimony, depositions of witnesses and the complete merits of this personal injury case so as to obtain an impartial

jury verdict to adjudicate all named parties.

It is extremely urgent and of the **utmost public importance** to grant petitioner's Writ of Certiorari to the Georgia Court of Appeals for the protection of the petitioner's Constitutional right to *due process* and *equal protection under the law* and the right to a *jury trial*.

As of **extreme importance** to the residents of the state of Georgia, the Petition must be granted to **protect the rights** of all Georgians who hire an attorney to protect their legal claims of action.

Otherwise, the residents of Georgia will continue to hire attorneys in this state, unaware that the instant they put their signature on the attorney employment contract, they unknowingly have relinquished all agency powers to the attorney, who then at a whim can settle their client's claims without the knowledge, consent or authority of the client. This is a seriously flawed, undisclosed violation of the Constitutional and statutory rights of every resident of Georgia, as protected by the Constitution of the United States. This must be remedied at once by the issuance of the Writ of Certiorari to the Georgia Court of Appeals **to protect the legal rights of all residents of the state of Georgia.**

As stated by the late Honorable William O. Douglas, 1898-1980, United States Supreme Court Justice, "The Fifth Amendment is an old friend and a good friend. It is one of the great landmarks in man's struggle to be free of tyranny, to be decent and civilized."

# CONCLUSION

**WHEREFORE**, I, Louis L. Ligon III, Pro Se Petitioner, prays that the Honorable Supreme Court of the United States release and discharge Petitioner from the **illegal** restraints of the **fraudulent** actions by the herein named parties and the Georgia Court of Appeals. Petitioner prays that the Honorable Supreme Court of the United States order Judge Robert Mock Sr., Gwinnett County Civil Court, State of Georgia, to vacate the order of August 25th ,1999 entering protective order against petitioner and fraudulent judgment in petitioner's name and against petitioner's will and legal rights.

I respectfully request that the Honorable Supreme Court of the United States through the findings of fact, official Court Record and exculpatory evidence presented herein grant Petitioner a Writ of Certiorari to the Georgia Court of Appeals and a direct order for a **JURY TRIAL OF 12, in a neutral jurisdiction,** so as to have a just hearing and an unbiased, impartial verdict can be reached so as to adjudicate all named parties.

## WHERE IS JUSTICE ?

**RESPECTFULLY**
**SUBMITTED**
**BY**
**VICTIM AND WITNESS**

Louis L. Ligon III

**Louis L. Ligon III, Pro Se Petitioner**
**3292-A Duluth Pines North**
**Duluth, Georgia 30096**
**(770) 497-9141**

Sworn to and subscribed before me
this 13 day of MARCH 2002.

LEONARD SCOTT HAMMANG NOTARY PUBLIC GWINNETT COUNTY, GEORGIA COMMISSION EXPIRES AUG 5 2002

Notary Public
My Commission Expires 8-5-2002

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## "APPENDIX A"

**Fourth Division**
**Blackburn, P. J.,**
**Eldridge and Barnes, JJ.**
March 9, 2000

## In the Court of Appeals of Georgia

**A00A0844. Ligon v. Bartis** **EL-038**
ELDRIDGE, Judge.

This is an appeal from the trial court's order granting defendant/appellee Larry Bartis' motion to enforce a settlement agreement. Upon review of the record, we affirm the trial court's order.

On a motion to enforce a settlement agreement, we construe the evidence to uphold the trial court's judgement. ( Morrow v. Vineville United Methodist Church), 227 Ga. app. 313, 317 (489 SE2d 310) (1997). We will not disturb a trial court's findings thereon unless "clearly erroneous." Id. at 317. The record in this case shows that, while driving his car, plaintiff/ appellant Louis L. Ligon, III, was hit from behind by a car driven by defendant/appellee Larry Bartis. Ligon hired attorney James Farris to represent him in a personal injury action against Bartis. Bartis hired attorney Lee Welborn to defend against the action. The case proceeded to discovery. (1)

Following discovery, attorneys Farris and Welborn

entered into settlement negotiations. The next day, on December 22, 1998, Farris informed Ligon of the strengths and weaknesses of his case and that defendant was offering $23,750 in settlement and satisfaction of Ligon's personal injury claim. Ligon asserts that, when Farris told him of the settlement offer and terms, Ligon stated " I don't know. What ELSE is there to do?" The following day, December 23, 1998, Farris notified Welborn that Ligon had accepted the settlement offer of $23,750. The settlement was confirmed in writing in a January 14, 1999 Letter written by Welborn to Farris.

Approximately a month after Farris settled the case, Ligon telephoned Farris and told him "that he should not proceed any further with any settlement negotiations or proceedings." Apparently, Ligon had consulted with other attorneys and decided that Farris had misled him as to whether settlement was in his best interest. Ligon fired Farris; he refused to sign the settlement papers. Defendant Bartis, through his attorney, filed a motion to enforce the settlement. a hearing was held on the motion, and on May 19, 1999, the trial court ordered Ligon to sign the settlement agreement and to file a dismissal of his personal injury claim. Thereafter, Ligon filed an "Affidavit of Truth in Matter of Settlement Offer" wherein he refused to follow the trial court's order. Bartis, through attorney Welborn, filed a petition to hold Ligon in contempt. A hearing was held on the petition, after which the trial court vacated its earlier order, enforced the settlement agreement again, and entered judgment in favor of Ligon in the amount of

$23,750, per the terms of the agreement. From this order, Ligon appeals. HELD:

Under Georgia law (a private) attorney of record has apparent authority to enter into an agreement on behalf of his client and the agreement is enforcable against the client by the other settling parties. The authority may be considered plenary unless it is limited by the client and that limitation is communicated to opposing parties. (Citations and punctuation ommitted.)
(City of Atlanta v. Black), 265 Ga. 425, 427 (457 SE2d 551) (1995).

Here, there is no dispute as to the existence of the settlement agreement and its terms. The agreement and its terms were memorialized in writing, and "letters or documents prepared by attorneys which memorialize the terms of the agreement will suffice." (Brumbelow v. Northern propane Gas Co.), 251 Ga. 674, 676 (308 SE2d 544) (1983). Moreover, Ligon admits that his attorney entered into the settlement agreement for $23,750. Here, the sole dispute is Ligon's contention that Farris did not have his authorization to enter into such agreement.

"[W]here there is no challenge to the existence or the terms of an agreement but only to an attorney's authority to enter into it, the client is bound by it's terms[.]" Id. at 676. Ligon does not assert that his attorney's lack of authority was ever communicated to the opposite party. Nor does the record show such communication was ever made. In this case, Ligon's

remedy "where there have been restrictions not communicated to the opposing party, is against the [private] attorney who overstepped the bounds of his agency, not against the third party." Id. at 675. See also (City of Atlanta v. Black), supra at 432 (Carley, J., dissenting). Accordingly, in light of the fact that the existence and terms of the agreement were established in writing and are not in dispute, the trial court did not err in enforcing the settlement agreement and entering judgment for plaintiff in the amount of $23,750. (Commercial Union Ins. Co. v. Marco Transp. Co.), 211 Ga. App. 844, (1) (440 SE2d 730) (1944) ; compare (LeCroy v. Massey), 185 Ga. App. 828 (366 SE2d 215) (1988). (2)

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Judgment affirmed. Blackburn, P. J., and Barnes, J., concur.

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(1) Apparently, Welborn obtained a video surveillance demonstrating that Ligon could perform tasks that he represented he could not do. In addition, an independent medical examination revealed evidence contradicting the diagnosis of Ligon's physician.

(2) In his brief, Ligon also frames his claim of error as a deprivation of his constitutional right to due process, because Ligon was compelled to participate in the settlement agreement. "[Ligon] raised no due process issue at the trial court, and the trial court did not pass on such issue, so that it was not preserved for review." (Peoples v. Consolidated Freightways), 226 Ga. App. 265, 268 (1) (SE2d 604) (1997).

# "APPENDIX B"

## Court of Appeals of the State of Georgia

March 31, 2000

The Court of Appeals hereby passes the following order:

**Case No. A00A0844**
**Louis L. Ligon III v. Larry G. Bartis**

Upon consideration of the motion for reconsideration filed in this case, it is ordered that it be hereby denied.

Court of Appeals of the State of Georgia
Clerk's Office, Atlanta
March 31, 2000

# "APPENDIX C"

## In The State Court Of Gwinnett County
## State Of Georgia

**Louis Ligon,**
**Plaintiff**

**vs.**

**Civil Action File**
**No. 97C-6990-1**

**Larry Bartis,**
**Defendant**

## ORDER

The above-captioned matter, having come before this court on defendant's motion to enforce settlement and for sanctions, upon consideration of said motion, the Affidavits of record, the exhibits attached to said Affidavits, the pleadings, arguments of counsel, citations of authority, and all evidence of record, this court hereby grants defendant's motion to enforce settlement and hereby orders the plaintiff, Louis Ligon, to sign the settlement draft, Release and Affidavit which were submitted to him in January, 1999, and file a Notice of Dismissal With Prejudice of

this litigation. Plaintiff shall further make the settlement draft available for signing by attorney James Farris. by forwarding the settlement draft, Release and Affidavit to Plaintiff, in compliance with this Order, Defendant will have satisfied all attorney's liens in this case.

Defendant's motion for attorney's fees is hereby denied.

SO ORDERED, this 19th day of May, 1999.

/S/ Robert W. Mock, Sr.
Robert W. Mock, Sr., Judge
State Court of Gwinnett County

# "APPENDIX D"

## In The State Court Of Gwinnett County
## State Of Georgia

**Louis Ligon,**
**Plaintiff**

**vs.**

**Civil Action File**
**No. 97C-6990-1**

**Larry Bartis,**
**Defendant**

## ORDER

The Court hereby **vacates** its May 19, 1999 Order Enforcing Settlement Agreement.

After having read and considered the Defendant's motion to enforce settlement agreement, all matters of record and the applicable and controlling law, the Court finds that it is proper to enforce the settlement agreement and enter judgment in favor of the Plaintiff in the amount of $23,750.00 and in accordance with the terms of the compromise and settlement agreement.

The Court having also read and considered Defendant's Motion for Protective Order; the court finds that such Motion is proper and is hereby granted.

SO ORDERED this 25th day of August, 1999.

/S/ Robert W. Mock, Sr.
Robert W. Mock, Sr., Judge
State Court of Gwinnett County

## "APPENDIX E"

**Supreme Court of the State of Georgia**
**Clerk's Office**
**Atlanta**

September 28, 2000

**Case No. S00C1309**
**Louis L. Ligon, III v. Larry G. Bartis**

**Court of Appeals Case No. A00A0844**

The Supreme Court today denied the petition for certiorari in this case.

All the justices concur.

Sincerely,
Sherie M. Welch
Clerk

# "APPENDIX F"

**Supreme Court of the State of Georgia**
**Clerk's Office**
**Atlanta**

October 20, 2000

**Case No. S00C1309**
**Louis L. Ligon, III v. Larry G. Bartis**

The Honorable Supreme Court met pursuant to adjournment.
The following order was passed:

Upon consideration of the motion for reconsideration filed in this case, it is ordered that it be hereby denied.

Clerk's Office, Atlanta
Sherlie M. Welch
Clerk

# "APPENDIX G"

# (EXHIBIT A)

**IN THE STATE COURT OF GWINNETT COUNTY**
**STATE OF GEORGIA**

LOUIS L. LIGON III,

PLAINTIFF, PRO SE
APPELLANT

VS

LARRY G. BARTIS

DEFENDANT

CIVIL ACTION
FILE NO. 97-C-69901

## AFFIDAVIT OF TRUTH IN MATTER OF SETTLEMENT OFFER

I, Louis L. Ligon III, herein Affiant, being first duly sworn according to law, having first hand knowledge of the facts herein, and being competent to testify, do affirm that the facts herein are stated by your Affiant, and are true, correct, and complete.

**1.** Your Affiant is over age 21 and suffers no legal disabilities.

2. James Farris supplied me with biased and misleading information. He never disclosed to me the correct course of action in re-opening my bankruptcy case and proceeding with the personal injury case, even though he had full knowledge of this course of action and discussed this with the opposing attorney, Lee Welborn.

3. James Farris settled my personal injury case without proper authorization or permission from me.

4. James Farris contacted me via telephone on December 22, 1998 and informed me of an offer to settle my case for $23,750.00. He stated that if I did not take this settlement, I would get nothing for my injuries and I would have to pay the opposing attorneys fees. He stated that it was a **"No Brainer"** and that I would be ruined if I did not take the offer.

5. On December 22, 1998 I stated to James Farris in response, " I don't know. What **ELSE** is there to do?"

6. I became suspicious of what James Farris had been telling me. I contacted several other attorneys who all said that James Farris was giving me very biased, untrue and misleading information.

7. On January 22th, 1999 I contacted James Farris and informed him that he had been giving me biased and misleading information. I demanded that he not proceed any further with any settlement negotiations and proceedings. James Farris told me that he had

settled my case on December 23rd, 1998. He stated that I could get another attorney to try to stop the settlement and he was simply going to slap a lien on my case for his 32%.

8. On January 25th, 1999 I faxed a termination letter to James Farris because he had completely refused to follow my specific requests and instructions.

9. I contend that the attorneys in this case have worked in **collusion** against me in settling this personal injury litigation. On January 26, 1999, Lee Welborn sent by certified mail a letter to James Farris stating that the settlement check and settlement paperwork were being forwarded to him. Yet, James Farris **on the very same day,** January 26, 1999, sent a letter to Lee Welborn stating that he was placing an attorney lien on this case and was in receipt of the settlement check and settlement paperwork and was sending it back to him.

10. I contend that these two attorneys have perpetrated a **FRAUD** on this Honorable Court with their unethical actions.

11. I have enclosed the State Bar of Georgia grievances that I have filed against both of these attorneys in order to make these part of the court records and for the review of the court.

12. With **No Disrespect** for the State Court of Gwinnett County or the Honorable Judge Mock, I will

have no part of this **FRAUDULENT** settlement and refuse this settlement with **NO DISHONOR**.

FURTHER AFFIANT SAYETH NOT

/S/ Louis L. Ligon III
Louis L. Ligon III
Pro Se Plaintiff, Victim & Witness
3292-A Duluth Pines North
Duluth, Georgia 30096

Before me a Notary Public, appeared Louis L. Ligon III, who making himself known to me did affirm and subscribe hereto on this 4th day of June, 1999.

# "APPENDIX H"

# (EXHIBIT B)

**IN THE STATE COURT OF GWINNETT COUNTY**
**STATE OF GEORGIA**

LOUIS L. LIGON III,

PLAINTIFF, PRO SE
APPELLANT

VS

LARRY G. BARTIS

DEFENDANT

CIVIL ACTION
FILE NO. 97-C-69901

## AFFIDAVIT OF LOUIS LIGON

Personally appeared before me, the undersigned officer duly authorized by law to administer oaths, LOUIS LIGON, who, upon being duly sworn, deposes and states as follows:

1. My name is LOUIS LIGON, I am over the age of twenty-one (21), suffer no legal disabilities and give the following testimony from my own personal knowledge and experience. I understand that this Affidavit will be used in support of Plaintiff's Motion

in Opposition to Defendant's Motion to Enforce Settlement and for Sanctions in the above civil action.

2. On November 6, 1997, I retained attorney James Farris to represent me in a personal injury action against defendant Larry G. Bartis.

3. On December 22, 1998, Mr. Farris contacted me via telephone. He informed me of an offer to settle my personal injury case for $23,750.00.

4. At the time, Mr. Farris told me if I did not take the settlement, I would not get anything for my injuries and I would have to pay the costs of litigation and attorney's fees.

5. Mr. Farris also informed me that my case would not survive summary judgement unless I hired a research attorney to prepare the case for summary judgement. He also told me I would have to pay the research attorney **$6000 to $8000 up front.**

6. I indicated to Mr. Farris that I did not know if I should take the settlement. I inquired about **other alternatives**.

7. Mr. Farris stated that nothing else could be done, and that this case is a **"No Brainer."**

8. Subsequently, I contacted several other attorneys because I was not satisfiedwith Mr. Farris' represent-

ation. I was told not to take the settlement because I was given **misleading and biased** information.

**9.** On January 22, 1999, I contacted Mr. Farris and informed him he was giving me misleading information. At that time, I demanded that he not proceed any further in the settlement proceedings.

**10.** Mr. Farris told me he was not going to halt the settlement proceedings and that I could get a new attorney.

**11.** On January 25, 1999, I faxed a termination letter to Mr. Farris because he completely refused to follow my specific instructions concerning the course of my case. I also requested prompt return of my files.

FURTHER AFFIANT SAYETH NOT

/S/ Louis L. Ligon IH
Louis L. Ligon III
Plaintiff, Victim & Witness
3292-A Duluth Pines North
Duluth, Georgia 30096

Before me a Notary Public, appeared
Louis L. Ligon III, who making himself known to me did affirm and subscribe hereto on this 4th day of March, 1999.

# "APPENDIX I"

# (EXHIBIT C)

**IN THE STATE SUPREME COURT**
**STATE OF GEORGIA**

LOUIS L. LIGON III,

PLAINTIFF, PRO SE
APPELLANT

VS

LARRY G. BARTIS

DEFENDANT

CIVIL ACTION
FILE NO. 97-C-69901

APPEAL CASE
No. A00A0844

**AFFIDAVIT OF MEDICAL RECORDS**
**AND**
**TREATING PHYSICIANS**

I, Louis L. Ligon III, herein Affiant, being first duly sworn according to law, having first hand knowledge of the facts herein, and being competent to testify, do affirm that the facts herein are stated by your Affiant, and are true, correct, and complete. Your Affiant has been or is still under the medical care and treatment of the following listing of physicians.

1. Your Affiant is over age 21 and suffers no legal disabilities.

2. Social Security Administration
   Office of Hearings and Appeals
   3300 NE Expressway Access Rd. Ste 6A
   Administrative Law Judge: Dana E. McDonald
   Findings: Fully Favorable Decision of Total Disability

3. Health Horizons, Inc.
   1455 Bells Ferry Rd. Suite A
   Marietta, Georgia 30066
   Dr. Ken G. Knott (Physical Medicine & Rehabilitation)
   Findings:
   - spinal stenosis at C6-7
   - cervical spinal cord compression
   - serious impairment right lower extremity
   - L5 radiculopathy verified by EMG testing
   - bilateral carpal tunnel syndrome verified by EMG testing
   - ligament enthesitis bilateral supermedial
   - Iliac crests
   - sensory impairment right lower extremity
   - weakness right L5 muscles

   Treatment:
   - 7 series of cervical spinal nerve block injections
   - 6 series of lumbar spinal nerve

block injections
- 11 series of ligament and facet injections
- 79 physical therapy sessions

4. Health Images of Atlanta
800 Johnson Ferry Rd.
Atlanta, Georgia 30342
Dr. Daniel G. Schartzberg
Findings: - MRI of cervical spine
- C6-7: degenerative disc with HNP's to the left and right causing bilateral C7 nerve root impingement and left cord compression
- C5-6: degenerative disc with left greater than right bulging and question of left C6 nerve root impingement
- MRI of lumbar spine degenerative bulging disks at L1-2,L3-4 and L4-5. Possible displacement of nerve roots

5. Atlanta Neurosurgical Center
1430 Montreal Rd. Suite 502
Atlanta, Georgia 30084
Dr. Steven K. Jacobs ,Ph.D (Neurosurgeon)
Findings: - herniated discs at C5-6 and C6-7
- spinal cord compression at C6-7
- recommended anterior cervical discectomy with bone fusion and

metal plating

6. Northlake Eye & Cataract Center
   1459 Montreal Rd. Suite 501
   Tucker, Georgia 30084
   Dr. Stephen H. Knight (Opthamalogist)
   Findings: - blurring vision
   - ocular migraines
   - vitreous floaters

7. Physicians Spine Center
   800 Johnson Ferry Rd.
   Atlanta, Georgia 30342
   Dr Daniel G. Schwartzberg
   Findings: - lumbar epidural steroid injection

8. Amerimed Medical Clinic
   246 Sycamore St. Suite 240
   Decatur, Georgia 30030
   Dr. Paul Sizemore (Physical Medicine & Rehabilitation)
   Findings: - cervical, thoracic and lumbosacral injuries

9. Health Horizons Inc.
   3756 LaVista Rd., Suite 102
   Tucker, Georgia 30084
   Dr. Richard J. Kienzle (Physical Medicine )
   Findings: - L5 and S1 radiculopathy verified by EMG
   - C6-7 herniated disk with spinal cord compression

- C5-6 disk bulging
- C6 nerve root impingement
- paresthesias in upper and lower extremities and lower back

**10.** The Emory Clinic
1365 Clifton Rd.
Atlanta, Georgia 30322
Dr. George T. Tindall (Neurosurgeon)
Findings:
- acute flexion/extension injury
- cervical traction using 7 pound weight
- weakness in dorsiflexion right foot
- reflexes are hypoactive
- clear cut stocking decrease in sensation to pin and light touch up to knees bilaterally

**11.** The Emory Clinic
1365 Clifton Rd.
Atlanta, Georgia 30322
Dr. Scott Erwood (Neurosurgeon)
Findings:
- chronic musculoskeletal pain syndrome as a direct result of the auto accident of 2/27/96

**12.** Harbin Clinic
1825 Martha Berry Blvd.
Rome, Georgia 30165
Dr. W. George Rusyniak (Neurosurgeon)
Findings:
- continue treatment plan of treating physicians

**13.** The Emory Clinic
Center For Pain Medicine
1365 Clifton Rd.
Atlanta, Georgia 30322
Dr. William Hammonds (Chronic Pain Specialist)

Findings:
- admitted to Emory Chronic Pain Rehabilitation Program
- extensive lumbar trigger point injections
- cervical trigger point injections
- prescribed Relafen and Celebrex anti-inflamatory medications
- prescribed Neurontin medication for nerve damage electrocution sensations

**14.** The Emory Clinic
Center For Pain Medicine
1365 Clifton Rd.
Atlanta, Georgia 30322
Dr. Stanley Chapman (Pain Clinic Program Director, Chronic Pain Psychologist)

Findings:
- completed intensive 3 week pain clinic program
- successfully gained knowledge of living with chronic pain levels

**15.** The Emory Clinic
Center For Pain Medicine
1365 Clifton Rd.
Atlanta, Georgia 30322

Dr. Deborah Rosenberg (Chronic Pain Psychologist)

Findings:
- successfully gained knowledge of living with chronic pain levels
- completed intensive 3 week pain clinic program

16. Physiotherapy Associates
1365 Clifton Rd.
Atlanta, Georgia 30322
Mary Hodgdon (Licensed Physical Therapist)

Findings:
- completed 3 week physical therapy regiment
- noted injuries to cervical and lumbar spine
- noted considerable limitation in flexibility of cervical spine
- noted weakness and numbness in lower extremities

17. Emory University Hospital
Center For Rehabilitation
1364 Clifton Rd.
Atlanta, Georgia 30322
Catherine Tolbert (CTRS, Aquatic Therapy)

Findings:
- successfully completed 3 week intensive aquatic therapy program

18. The Emory Clinic
Department of Neurology
1365 Clifton Rd.
Atlanta, Georgia 30322

Dr. Jane Gilmore (Neurologist)
Findings: - electrocution sensations from nerve damage
- ordered brain scan MRI

19. Emory University Hospital
Department of Radiology
1364 Clifton Rd.
Atlanta, Georgia 30322
Findings: - Brain Scan MRI with & without contrast
- no negative findings

20. The Emory Clinic
Department of Cardiology
5955 State Bridge Rd.
Duluth, Georgia 30097
Dr. S. Tanveer Rab (Cardiologist)
Findings: - numbness in left upper chest
- attempted EKG exercise treadmill test but only able to complete 3 minutes, 10 seconds, out of 10 minute scheduled run, due to lumbar spinal injuries
- ordered thallium stress testing

21. Emory University Hospital
Department of Radiology
1364 Clifton Rd.
Atlanta, Georgia 30322
Dr. Jonathan Vansant (Cardiologist)
Findings: - conducted thallium cardiology

stress test
- no negative findings
- chest surface numbness

**22.** Thomas Eye Group
5671 Peachtree Dunwoody Rd., Suite 400
Atlanta, Georgia 30342
Dr. Joseph A. St. Louis (Opthamologist)
Findings: - loss of vision right eye
- right pupillary defect
- referred to retina specialist for evaluation

**23.** Emory Eye Center
1365- B Clifton Rd.
Atlanta, Georgia 30322
Dr. Paul Sternberg (Director Vitreoretinal Service)
Findings: - probable optic neuropathy right eye, possibly optic neuritis
- referred to neuro-opthamologist for further evaluation

**24.** Emory Eye Center
1365-B Clifton Rd.
Atlanta, Georgia 30322
Dr. Nancy Newman (Neuro-Ophthamology)
Findings: - decreased vision of right eye with bleaching out of colors and thick fogging of vision
- right pupillary defect
- Humphrey visual field testing found an inferotemporal defect in

right eye
- definite right optic neuropathy
- ordered 2nd brain scan MRI

25. Emory University Hospital
Department of Radiology
1364 Clifton Rd.
Atlanta, Georgia 30322
Findings: - 2nd brain scan MRI with & without contrast
- no negative findings

26. The Emory Clinic
875 Johnson Ferry Rd.
Atlanta, Georgia 30342
Dr. Dipak Vashi (Medical Director, Internal Medicine)
Findings: - internal bleeding
- confirmed blood in stool
- referral to Gastroenterology specialist

27. The Emory Clinic North
5955 State Bridge Rd.
Duluth, Georgia 30097
Dr. Lorraine Leader (Assistant Professor, Gastroenterology)
Findings: - upper G.I. endoscopy testing (negative)
- lower G. I. colonoscopy (negative findings)
- gastric emptying scan

(negative findings)
- probable cause of internal bleeding due to anti-inflamatory medication (Celebrex)

28. Physician Pain Specialists, P.C.
5671 Peachtree Dunwoody Rd. Suite 660
Atlanta, Georgia 30342
Dr. David W. Gale (Chronic Pain Specialist)
Findings:
- starting series of lumbar facet and disk epidural steroid injections due to chronic lumbar back pain
- possible IDET (intradiscal electrothermal annuloplasty) lumbar disk procedures to treat lumbar disk injuries

29. Peachtree Orthopedic Clinic
2001 Peachtree Rd., Suite 705
Atlanta, Georgia 30309
Dr. Herndon Murray
Findings:
- alledged independent medical exam set up by opposing attorney
- disputed findings by doctor
- **no** mention in medical report of extensive cervical and lumbar nerve block injections
- **no** mention of 2 EMG nerve conduction tests
- **no** mention of vision distortion
- all medical records were provided, obviously were not read by doctor

- Dr. Murray states that I have a 7% disability rating, even though his own figures only add up to 6% in his report.
- Dr. Murray completed his whole report in less than 5 minutes while I was in his office and obviously gave a very biased sloppy report in favor of the opposing attorney since they paid for the evaluation

FURTHER AFFIANT SAYETH NOT

/S/ Louis L. Ligon III
Louis L. Ligon III, Pro Se Appellant,
Victim & Witness
3292-A Duluth Pines North
Duluth, Georgia 30096

Before me a Notary Public, appeared Louis L. Ligon III, who making himself known to me did affirm and subscribe hereto on this 19th day of April, 2000.

# "APPENDIX J"

# (EXHIBIT D)

**IN THE STATE SUPREME COURT**
**STATE OF GEORGIA**

LOUIS L. LIGON III,

PLAINTIFF, PRO SE
APPELLANT

VS.

LARRY G. BARTIS
DEFENDENT

CIVIL ACTION
FILE NO. 97-C-69901

APPEAL CASE
NO. A00A0844

## AFFIDAVIT OF COST OF MEDICAL CARE

I, Louis L. Ligon III, herein Affiant, being first duly sworn according to law, having first hand knowledge of the facts herein, and being competent to testify, do affirm that the facts herein are stated by your Affiant, and are true, correct, and complete.

Your Affiant is still undergoing medical care and treatment as a direct result of not at fault automobile accident occuring on February 27th, 1996.

1. Your Affiant is over age 21 and suffers no legal disabilities.

2. Your Affiant , as of this date, has incurred medical expenses for care, treatments, evaluations and diagnostic testing in excess of **$51,000.00** as a direct result of injuries sustained in automobile accident occuring on February 27th, 1996.

FURTHER AFFIANT SAYETH NOT

/S/ Louis L. Ligon III
Louis L. Ligon III
Pro Se, Victim & Witness
3292-A Duluth Pines North
Duluth, Georgia 30096

Before me a Notary Public, appeared, Louis L. Ligon III, who making himself known to me did affirm and subscribe hereto on this 19th day of April, 2000.

# "APPENDIX K"

## (EXHIBIT E)

**IN THE STATE COURT OF GWINNETT COUNTY**
**STATE OF GEORGIA**

LOUIS L. LIGON III,
PLAINTIFF, PRO SE
APPELLANT

CIVIL ACTION
FILE NO. 97-C-69901

VS

LARRY G. BARTIS
DEFENDANT

**NOTICE OF FILING PETITION FOR WRIT OF HABEAS CORPUS**

Comes now Plaintiff, Louis L. Ligon III, and shows the Court that he has filed with the Clerk of the Court, a copy of a Petition For Writ Of Habeas Corpus that has been filed with the State Supreme Court of Georgia in regard to the restraint of my Liberties.

This 24th day of August, 1999.
Respectfully Submitted,
/S/ Louis L. Ligon III
Louis L. Ligon III
3292-A Duluth Pines North
Duluth, Georgia 30096

# "APPENDIX L"

# (EXHIBIT F)

## In The State Court Of Gwinnett County
## State Of Georgia

Louis Ligon,
Plaintiff

vs.

Civil Action File
No. 97C-6990-1

Larry Bartis,
Defendant

---

Motion for Contempt, before the Honorable Robert W. Mock, Sr., held at the Gwinnett County Justice and Administration Center, on the 25th day of August, 1999.

APPEARANCES OF COUNSEL:

For the Plaintiff: Pro Se

For the Defendant: G. Lee Welborn
Attorney at Law

Reported By: Nancy L. Fiermonte,
Certified Court Reporter
P.O. Box 1599
Lawrenceville, Georgia 30046

**Mr. Welborn:** For the record I'm Lee Welborn, here on behalf of the Defendant.

This case is on for the Defendant's Petition for citation of contempt against Plaintiff, Louis Ligon.

As the Court will recall, this case settled December 23rd, 1998 as proven by Affidavits not only from myself but also from Mr. Ligon's attorney James Farris. Mr. Ligon refused to sign the settlement documents and so we had a hearing during which Mr. Ligon sat at counsel table over here with his new attorney Rebecca Christian. We had a hearing on the motion to enforce settlement.

The court granted Defendant's motion to enforce settlement by order dated, filed with the Court May 20th, 1999.

Your Honor, Mr. Ligon has continued to refuse to sign the settlement documents, has refused to honor the settlement and I would like to show the Court--- for the record, I'm showing the Court a stack of documents probably three inches thick and then in my correspondence file I've got another inch thick worth of documents just since the motion to enforce settlement hearing.

Mr. Ligon has filed a State Bar grievance against me, which I have filed with this court. The State Bar's response says that I had not engaged in any misconduct and that no further action will be taken on Mr. Ligon's claims against me by the State Bar.

He has filed numerous Affidavits and such,and he most recently filed a Petition for a Writ of Habeas Corpus in which he tells the Georgia Supreme Court that at the last hearing that we had in this case you

did not give him an opportunity to speak on his own behalf.

Judge, all I want to do is close the file. That's all I want to do. And Mr. Ligon, the last time was, I think given a lot by the Court when the Court denied my motion for attorney's fees. This time, your Honor, I can't bill my client for responding to a State Bar grievance, and I would ask sincerely that the Court enter an order requiring him to, once again sign the settlement draft, sign the release documents, make it available to his former attorney Mr. Farris, but also award us attorney's fees in the amount of $500 to make sure that he understands you can't just continue to defy a Court's order. And that's the relief that we are asking for.

Mr. Ligon has filed a subpoena. He had a Sheriff's Deputy serve me with a subpoena for production of evidence. He wanted copies of video tapes, surveillance, notes and all this sort of thing. I filed a motion to quash and motion for protective order. I have brought all the materials. I've got the files here, but obviously discovery has long since past. The only issue is, has Mr. Ligon complied with the Court's order, and he certainly has not and he has made no bones about the fact he doesn't intend to comply with it.

So I'm just asking for your Honor's help to help me close a file and get rid of this particular case.

**The Court:** Okay, Mr. Ligon.

**Mr. Ligon:** Thank You, Your Honor.

For the record my name is Louis Ligon, III. As your Honor and Mr. Welborn are aware, I have filed a Petition for a Writ of Habeas Corpus in the State Supreme Court of Georgia and naming Your Honorable Judge Mock and Lee Welborn as Respondents in this case. The issue in this case is whether or not, forcing me to take a settlement that I did not authorize and do not want because it is an unfair and fraudulent settlement. And the issue before the State Supreme Court is whether it is a lawful or unlawful act to restrain my Liberties and force me to take a settlement that has fraudulently been perpetrated upon me and upon the Honorable Judge and the Court of Gwinnett County. Until that issue and the writ is ruled upon by the higher court, I contend that this Court and Mr. Welborn cannot move forward with this contempt hearing, until the issue is ruled upon whether it is legal or unlegal.

Secondly, as far as the subpoena for production of evidence that I had served on Mr. Welborn, Mr. Welborn himself states just now and in his own writing, in his motions, that the discovery period has long since closed on any evidence. Yet, well after the discovery period had closed, Mr. Welborn, in fact him and James Farris, my prior attorney, both agreed to extend the discovery period to December 23rd, 1998. With all that in mind, Mr. Welborn, after the discovery period had closed, when I was trying to obtain proper legal counsel to represent myself, he spoke with prior attorneys I had interviewed saying he had an alledged surveillance tape of me doing, supposedly things I stated I was physically unable to

do. This discouraged this attorney from taking my case. Then when I did hire an attorney to represent me, Mr. Welborn stated also to that attorney that he had this alledged surveillance tape. My prior attorney, through numerous phone calls and two letters that were sent to Mr. Welborn, which is in the court record, requesting to view this alledged video tape and Mr. Welborn would not respond, would not return their phone calls and in no way responded to their request. Then in the hearing for the motion to enforce this settlement upon me on May 5th before Your Honor, Mr. Welborn also stood up here and stated that he had this alledged video tape of me, trying to discredit my character. Yet nobody knows if this alledged video exists, what is on the tape, who video taped it, when it was taken. You know, how do I have any defense against this whatsoever when I don't even know if it truly exists. So I would request that Your Honorable Judge Mock order Lee Welborn to produce a copy of this alledged tape so, first of all we can see that it does exist and whether we have any type of defense against it. This has been used on numerous occasions to try to discredit me yet I don't know where it is or what it is. In doing that Mr. Welborn really, I think, has no standing to move this Court forward in that he has not acted in good faith whatsoever when it comes to this alledged tape.

Also, in the last hearing we had on May 5th Lee Welborn also stood up here in front of Your Honor and stated that he had an independent medical exam which that doctor stated that I had non-anatomical injuries, which Lee Welborn interpreted in his own

words as doctor's speak for faking injuries. Your Honor, I can not fake MRI results, I can not fake nerve damage----

**The Court:** We don't need to get into the merits of the case.

**Mr. Ligon:** Okay very good, Your Honor.

So I move that Lee Welborn be ordered to turn over this video tape, and I contend that he can not move this Court forward because he has not acted in good faith. And on the issue of the Writ of Habeas Corpus, I move that this Court cannot move forward and rule on the contempt hearing until the State Supreme Court has ruled on the writ.

Thank you, Your Honor, that's all I have.

**The Court:** Anything else, Mr. Welborn?

**Mr. Welborn:** No Sir.

**The Court:** What do you hope to accomplish by the Writ of Habeas Corpus, Mr. Ligon?

**Mr. Ligon:** Your Honor, the question at hand is whether this settlement that I did not authorize, did not agree to, and has been fraudulently forced upon me by my previous attorney and Mr. Welborn, whether that is an illegal restraint of my Liberties. I would wish that the Supreme Court rule that the Court's ruling to force me to take this settlement be reversed and that I'm able to proceed with **Due**

**Process** and receive a **Fair Trial** so all the facts of this case can come out and **Justice** can be done for all parties involved. My previous attorneys, that I also did file State Bar grievances with, based on the fact that they had fraudulently perpetrated this settlement, and the State Bar of Georgia reviewed the files, the grievances and they have turned it over to the State Disciplinary Panel for further investigation. So that is, as we speak as of right now, they are investigating and proceeding with that.

**The Court:** Are you aware that this Court could order you to pay this gentleman's attorney's fees if I decide that your filings amount to frivolous actions?

**Mr. Ligon:** Yes, sir.

**The Court:** Are you aware of that?

**Mr. Ligon:** Yes, I am.

**The Court:** And they could be substantial?

**Mr. Ligon:** Your Honor, I was out trying to make an honest living, I was hit from behind-----

**The Court:** I'm not going into the facts of your case. I just wanted to make sure you understood that.

**Mr. Ligon:** Well, Your Honor, the reason that I am here today, a $23,750.00 settlement leaves me approximately $10,000.00 in just unpaid medical

bills, not to say anything of the pain and suffering, the eight inch spinal needles stuck in the back of my neck and back.

**The Court:** Well once again, I don't want to go into the facts of your case. I think your attorney settled the case on your behalf, had the authority to settle the case on your behalf. And what I am going to do at this point, I am going to sign an order ordering you to sign releases and what have you, and I am just going to do an order granting you judgment in the case in the amount of the settlement, which is $23,750.00 and that will settle the case, the case is concluded. If you don't want to collect your judgment that's your business, but I think I have the authority under Georgia case law to give you a judgment for the amount of the settlement and that relieves Mr. Welborn from any further action in the case. I am not going to award any attorney's fees at this point, but you need to be aware that I am leaving that option open for anything that might occur down the road. This thing has gone far enough.

**Mr. Ligon:** Thank You, Your Honor.

**Mr. Welborn:** Judge might I state for the record, I have forwarded Rebecca Christian and Robert Shannon the draft that was previously referenced, and I would like to inquire, if I could, where that draft is, if Mr. Ligon knows.

**Mr. Ligon:** Your Honor, I am a Pro Se litigant at

this point, I am not represented by Rebecca Christian or Bobby Shannon. It is filed into the Court record, after the last hearing of May 5th, they forwarded the letter to me, since I did tell them that I was going to appeal that decision, that they would no longer represent me in any further proceedings. So I am a Pro Se litigant. As far as the draft and settlement check, I have no idea where they are.

**The Court:** Okay, I am also granting your motion for protective order. Anything else?

**Mr. Welborn:** That's it.
(Whereupon, the hearing was then concluded.)

# "APPENDIX M"

# (EXHIBIT G)

IN THE STATE COURT OF GWINNETT COUNTY
STATE OF GEORGIA

LOUIS L. LIGON III,
PLAINTIFF, PRO SE
APPELLANT

CIVIL ACTION
FILE NO. 97-C-69901

VS

LARRY G. BARTIS
DEFENDANT

**NOTICE OF REFUSAL OF JUDGMENT FOR CAUSE WITHOUT DISHONOR**

Comes Now Plaintiff Pro Se, Louis L. Ligon III, and shows the Court that he **Refuses Judgment** entered on August 25th, 1999 **For Cause Without Dishonor**.

This 23rd day of September, 1999.

Respectfully Submitted,

/S/ Louis L. Ligon III
Louis L. Ligon III, Pro Se Plaintiff
3292-A Duluth Pines North
Duluth, Georgia 30096

# "APPENDIX N"

# (EXHIBIT H)

IN THE STATE COURT OF GWINNETT COUNTY
STATE OF GEORGIA

LOUIS L. LIGON III,

PLAINTIFF, PRO SE
APPELLANT

VS

LARRY G. BARTIS

DEFENDANT

CIVIL ACTION
FILE NO. 97-C-69901

## AFFIDAVIT IN SUPPORT OF PLAINTIFF'S SUBPOENA FOR THE PRODUCTION OF EVIDENCE

I, Louis L. Ligon III, herein Affiant, being first duly sworn according to law, having first hand knowledge of the facts herein, and being competent to testify, do affirm that the facts herein are stated by your Affiant, and are true, correct, and complete.

**1.** Your Affiant is over age 21 and suffers no legal disabilities.

2. Lee Welborn, Defendant's attorney, never disclosed to any interested parties during the discovery period, the fact that he alledgedly had obtained a surveillance video of plaintiff.

3. Lee Welborn requested that the State Civil Court of Gwinnett county extend the discovery period until December 23, 1999. This request was granted by the Court. Yet, this alledged surveillance video was still not disclosed to any interested parties.

4. Lee Welborn actively used the threat of this alledged video to try to keep your Affiant from obtaining proper legal counsel. He stated to David Lefkowitz, attorney, on February 18th, 1999 that he had an alledged surveillance video of your Affiant. This discouraged this attorney from representing your Affiant.

5. Your Affiant's prior counsel, Bobby Shannon and Rebecca Christian, were contacted by Lee Welborn. Welborn stated to my counsel that he had an alledged surveillance video of your Affiant. My prior counsel, through repeated telephone calls and written correspondence, requested to view this alledged video. Lee Welborn never returned my counsel's telephone calls and completely ignored all written requests to view this alledged video.

6. In the State Civil Court of Gwinnett County on May 5th, 1999, before the Honorable Judge Robert Mock, Lee Welborn stated before Judge Mock that he

had in his possession this alledged surveillance video.

7. In open court on May 5th, 1999, Lee Welborn stated to Judge Mock that this alledged surveillance video showed your Affiant doing physical activities that your Affiant supposedly was unable to do.

8. Your Affiant has no recourse of action to defend himself against this alledged surveillance video. This video was never disclosed during the discovery period. This surveillance video has never been viewed by your Affiant or Affiant's counsel. Yet, this video information was used to try to discredit your Affiant in open court before Judge Mock on May 5th, 1999.

FURTHER AFFIANT SAYETH NOT

/S/ Louis L. Ligon III
Louis L. Ligon III
Pro Se Plaintiff, Victim & Witness
3292-A Duluth Pines North
Duluth, Georgia 30096

Before me a Notary Public, appeared Louis L. Ligon III, who making himself known to me did affirm and subscribe hereto on this 20th day of August, 1999.

# "APPENDIX O"

## (EXHIBIT I)

## CONTRACT OF EMPLOYMENT

I, Louis L. Ligon III, hereby employ William I. Aynes and James N. Farris as attorney to represent me in my claim for damages v. Larry G. Bartis, as a result of damages sustained by me on the 27th day of February, 1996.

I agree to give my attorney a sum equivalent to: 32% if no suit filed/32% if suit filed/35% if appealed of any sum that may be recovered as a fee, the same to be deducted from such recovery.

**NO SETTLEMENT IS TO BE MADE WITHOUT MY CONSENT.** I further agree to pay for all expenses incurred.

I understand that I may dismiss my attorney at anytime, for any reason, upon written notice to him and payment of unpaid expenses and services rendered by him to the date of the receipt of such notice; payment to be based upon time devoted to my case at an hourly rate of $150.00 per hour, or the applicable percentage of fee due said attorney, under the terms of this agreement, of any offers which have been made by an adversary or collateral party, whichever is greater. This 6th day of November, 1997.

/S/ Louis L. Ligon III
11/6/1997

Accepted on the above date and terms:
/S/William I. Aynes /S/James N. Farris, 11/6/1997